

Escambia County
Clerk's Original

9/15/2005/CAR II-17

INTERLOCAL AGREEMENT

BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA

RELATED TO THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

THIS INTERLOCAL AGREEMENT, made and entered into this 15th day of September
2005 by and between the City of Pensacola, a municipal corporation (hereinafter designated as
"City") and Escambia County, a political subdivision of the State of Florida (hereinafter
designated as "County"), and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 et seq. To enter
into interlocal agreements to cooperatively undertake the most efficient use of their powers and
resources on a basis of mutual advantage and to provide services and facilities in accord with
the needs of the local community, and

WHEREAS, the City and County have heretofore created the Escambia-Pensacola Human
Relations Commission (hereinafter designated as "Commission"), to provide the community with
local assistance to review and resolve employment discrimination complaints, fair housing
discriminations complaints, and improve community relations,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements
hereinafter contained and of the mutual benefits to flow each to the other, and for good
valuable considerations, the City and the County do hereby agree as follows:

Section 1. Purpose of Agreement

The purpose of this agreement is to provide for the parties intent of the purpose of the
Escambia-Pensacola Human Relations Commission, which Commission shall:

Verified By: *Shavon Carver*
Date: *9/19/2005*

1) Provide the County and City with local assistance to review and resolve employment discrimination complaints, fair housing discriminations complaints, and improve community relations for all persons regardless of age, race, sex, color, creed, ancestry, physical handicap, marital status, or national origin.

2) Improve community relations, which shall be defined as programs and activities that promote or improve relations between the public and law enforcement; programs and activities that promote and improve relations between races and ethnics groups in the community; activities that reduce or eliminate ethnic tensions; and any similar programs and activities that the HRC Board and the City and the County mutually agreed upon.

Section 2. Governing Board

There is hereby created a Human Relations Commission to be composed of four (4) Commissioners selected by the Pensacola City Council, and four (4) Commissioners selected by the Board of County Commissioners of Escambia County. A ninth Commissioner shall be appointed by a majority vote of the eight appointed Commissioners. Nominations for the ninth Commissioner shall be made by those Commissioners serving on the Commission. The term of office of Commissioners shall be for two (2) years.

In the event of a vacancy in the office of any Commissioner appointed by either the City or County, the authority which appointed such Commissioners shall appoint a new Commissioner to serve out the balance of the unexpired term. If a vacancy occurs in the office of the Commissioners appointed by the members of the Human Relations Commission, the Commission shall appoint a new member by a majority vote. At the natural expiration of the term of office of any Commissioner, the authority which appointed such Commissioner may

appoint a new Commissioner or reappoint the same Commissioner.

The Commissioners shall receive no salary or compensation for services performed for the Commission.

Section 3. Powers of the Commission

Within the limitations provided by law, the Commission shall have the following powers:

- 1) To maintain an office(s) at a location within Escambia County as approved by the City and the County.
- 2) To meet and exercise its power at any place within Escambia County.
- 3) To cooperate with individuals and state, local and other agencies, both public and private, including agencies of the federal government and of other states for the purpose of carrying out the powers enumerated in this section.
- 4) To accept gifts, bequests, grants, or other payment, public or private, to help finance its activities.
- 5) To receive, initiate, investigate, seek to conciliate, hold hearings on; pass upon complaints alleging employment or fair housing discrimination in Escambia County on the grounds of race, color, religion, sex, national origin or physical handicap and to make recommendation to the parties to eliminate any such discrimination.
- 6) To forward discrimination complaints to appropriate local, state, or federal agencies immediately if the Commission's investigative resources are unavailable, or if the complexity of the complaint or issue warrants more detailed consideration.
- 7) To hold hearings to determine the facts about instances of employment or fair housing discrimination.

- 8) To recommend methods of elimination of employment or fair housing discrimination and to use its best effort to secure compliance with its recommendations.
- 9) To make or arrange for studies appropriate to effectuate the purpose and policies of the Commission and to make the results thereof available to the public.
- 10) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups or eliminate ethnic tensions, and any similar programs and activities that the Commission, County and City mutually agree upon.
- 11) To render an annual comprehensive written report to the Pensacola City Council and the Board of County Commissioners concerning the operations of the Commission. The report may contain recommendations of the Commission for legislation or other action to effectuate the purpose and policies of the Commission. The report shall contain financial data required by Section 6. The report shall be submitted to the City Council and County Commission no later than ninety (90) days after the end of the fiscal year.
- 12) To adopt, promulgate, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission, and to provide policy guidance to the Executive Director for the administration of the Commission staff.
- 13) To promote equal opportunity in employment and fair housing in Escambia County.
- 14) To enter into contracts for Fair Housing, community relations, and other related activities.
- 15) To adopt and amend a line item budget including all estimated receipts, fund

balances expected to be brought forward, and all estimated expenditures by September 1, for the next fiscal year. Expenditures of funds must not exceed the approved budget and must be made in accordance with all applicable federal, state, and local laws and regulations.

The Commission shall enter into a contractual arrangement with an independent entity to provide all accounting and payroll services. All funds received and disbursements made shall be processed through this independent entity. Dual signature authority over these funds shall be established by the Commission.

16) To receive all applications for grants, evaluate them as to financial implications, and forward to the County Administrator or City Manager, as the case maybe, for review prior to final submission by the Human Relations Commission.

17) To appoint an Executive Director of the Commission who shall serve at the pleasure of the Commission and have responsibilities as follows:

- (a) The Executive Director of the Commission shall be authorized to exercise complete discretion and control in the employment and discharge of the personnel for the operation of the Commission, provided that the Executive Director will comply with all applicable federal, state, and local equal employment opportunity laws and regulations. Persons employed for the administration and purposes for grants will be employed on a temporary basis only for the duration of such grants. Neither the Executive Director nor other persons employed by the Commission shall have any claim to pension, civil service, or other employee rights granted by the City and County to their officers and employees.

- (b) The Executive Director shall ensure that the Commission pays all federal, state, local taxes, or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to the Commission's employees.
- (c) The Executive Director shall serve as Secretary to the Commission.
- (d) The Executive Director shall be charged with the responsibility to implement, administer, and exercise oversight of all policies of the Commission. The Executive Director shall be responsible for preparation and submission of an annual budget to the Commission and shall be responsible for administration of said budget so as to maintain the operations of the Commission on an annual basis without incurring an operating deficit. The Executive Director shall prepare and keep current position descriptions for all personnel employed by the Commission. Position description shall require approval by the commission.
- (e) The Executive Director shall be appointed by a one year contract which shall be renewed automatically unless disapproved by the Commission.

Section 4. Funding and Appropriations

- (A) By May 1 of each year the Commission shall submit a proposed budget for the subsequent fiscal year to the County Administrator and City Manager. The County Administrator and City Manager shall jointly review the proposed budget with the Executive Director of the Commission to discuss and finalize a budget recommendation to the County Commission and City Council to adequately fund the operation of the

Commission as outlined herein.

- (B) In no event shall the Commission or its Executive Director borrow funds for any purpose without prior approval of the City and the County.

Section 5. Terms of Agreement and Cancellation

This Agreement shall remain in effect from year to year, unless terminated by either party in writing with 180 days prior notice.

Section 6. Records

The Commission shall keep itemized and detailed records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that proper auditing may be performed. Duplicate copies and intermediate data will be retained if they contain significant information not found on the record copy. The Commission shall keep financial and cost accounting data to include: accounts receivable, invoices, transportation records, purchase and transfer of material, cash ledgers, check for salaries, records of accounts payable, labor distribution records, and petty cash records.. The Commission shall keep pay administration records to include payroll sheet and registers, tax withholding statements, time cards and payroll checks. The Commission shall also keep procurement and supply records to include store requisitions for materials, maintenance work orders, equipment use and status reports, expendable property records, purchase orders and production of quality control and inspections.

The authorized representatives of the County and City shall have access to and the right to examine, audit, excerpt, and transcribe directly pertinent books, documents papers, and records

of the Commission involving transactions relating to this Agreement or any extensions thereof. Such material must be retained in accordance with public record laws of the State of Florida.

Section 7. Audit

The Commission shall arrange for the services of an independent auditor to perform an annual audit. The results of the audits made pursuant to this section shall be included in the comprehensive written record required by Section 3 of this Agreement to be presented to the Pensacola City Council and the Board of County Commissioners.

Section 8. Insurance

The Commission shall procure and maintain insurance of the types and to the limits specified. Insurance shall be issued by an insurer whose business reputation, financial stability, and claims payment reputation is satisfactory to the City and County. Unless otherwise agreed, the amounts, form, and type of insurance shall conform to the following minimum requirements.

1. Worker's Compensation Insurance Coverage for all Worker's Compensation obligations imposed by law.
2. Commercial General, Automobile and Umbrella Liability Coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City and County shall be an additional named insured and such coverage shall be at least as broad as that provided to the named insured under the policy for the terms and conditions of this contract. The City and County shall not be considered liable for premium payment, entitled to any premium

return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

3. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobile as and employee non-ownership use.
5. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.
6. Certificate of Insurance: Required insurance shall be documented in the Certificate of Insurance which provides that the City and County shall be notified at least thirty (30) days in advance of cancellations, non-renewal or adverse change or restriction in coverage. The City and County shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City and County, the Human Relations Commission shall furnish copies of the Commission's insurance policies, forms, endorsements, jackets and other items forming apart of, or relating to, such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City and County ad ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City or County

an option, shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Human Relations Commission shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and County and shall file with the City and County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced in a manner acceptable to the City and County, the Human Relations Commission shall, upon instructions of the City and the County, cease all operations under the contract until directed by the City and County, in writing, to resume operations.

7. Insurance of the Human Relations Commission Primary: The Human Relations Commission required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Human Relations Commission's coverage. The Human Relations Commission's policies of coverage will be considered primary as relates to all provisions of the contract.
8. Loss Control and Safety: Precaution shall be exercised at all times by the Human Relations Commission for the protection of all persons, including employees and property. The Human Relations Commission shall make special effort to direct hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
9. Hold Harmless: The Human Relations Commission shall hold harmless the City and County, its officers and employees, from any and all liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Human Relations

Commission and persons employed or utilized by the Human Relations Commission. The Human Relations Commission's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

10. Pay on Behalf of the City and County: The Human Relations Commission agrees to pay on behalf of the City and the County, as well as provide a legal defense for the City and the County, both of which will be done only if and when requested by the City and County, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the City and County shall be in addition to any and all other legal remedies available to the City and County and shall not be considered to be the City's or County's exclusive remedy.

Section 9. Effective Date

This Agreement shall take effect upon its being approved by the City and County and filed with the Clerk of the Circuit Court of Escambia County.

IN WITNESS WHEREOF, the said municipal corporation in pursuance of due and legal action of its City Council has executed these presents causing its name to be signed by its City Manager and its corporate seal to be affixed and the Board of County Commissioners of Escambia County, Florida, has caused these presents to be executed in the name of Escambia County, by its Chairman, the day and year above written.

THE CITY OF PENSACOLA
A Municipal Corporation

By: Thomas J. Bonfield
Thomas J. Bonfield
City Manager

ATTEST:

Shirley F. White
City Clerk

Approved as to Form and Execution

By: Don J. Cohen
City Attorney

Date: 12/9/05

ESCAMBIA COUNTY, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: J. W. Dickson
J. W. Dickson
Chairman

BCC APPROVED 09-19-2005

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Ernie Lee Magaha
Deputy Clerk
~~Assistant County Attorney~~

Date Executed

9/14/2005

This document approved as to form
and legal sufficiency

By McGowan

Title ACA

Date 23 Aug 05